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RICHARD A. MARSHACK

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re  
  
THE LITIGATION PRACTICE GROUP, P.C.,  
  
Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

OPPOSITION OF CHAPTER 11 TRUSTEE  
TO MOTION OF JUDITH SKIBA FOR  
RECOVERY OF ADMINISTRATIVE  
EXPENSE [Dk. No. 645]; DECLARATION  
OF D. EDWARD HAYS IN SUPPORT  
THEREOF

Date: April 11, 2024  
Time: 11:00 a.m.  
Ctrm: 5C – Via Zoom<sup>1</sup>  
Location: 411 W. Fourth Street  
Santa Ana, CA 92701

TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY COURT  
JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; ALL INTERESTED PARTIES  
INCLUDING ADMINISTRATIVE CLAIMANT JUDITH SKIBA:

Richard A. Marshack, the duly appointed Chapter 11 Trustee (“Trustee”) for the estate of  
The Litigation Practice Group, P.C. (“Debtor” or “LPG”) hereby respectfully submits this opposition

<sup>1</sup> ZoomGov: Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>, and then selecting “(SC) Scott Clarkson” from the “Select Judge” tab on the left-hand side of the page.

1 (“Opposition”) to the entirety of the \$20,000.00 administrative claim filed as Motion of Judith  
2 Skiba’s Allowance of Administrative Claim, Dk. No. 645 (“Motion”).

3 **1. Summary of Argument**

4 Section 503(b)(9) provides an administrative claim for “the value of goods received by the  
5 debtor within 20 days *before* the date of the commencement of a case under this title in which the  
6 goods have been sold to the debtor in the ordinary course of such debtor’s business.” (Emphasis  
7 added). In this case, Ms. Skiba executed a legal services agreement *after* the commencement of the  
8 case. As such, the two \$300 payments she made post-petition fail to qualify as goods provided  
9 within 20 days before the bankruptcy.

10 Instead, the Motion recounts Ms. Skiba’s experience as a consumer client of Phoenix Law  
11 Group. Phoenix received fraudulent transfers from the Debtor which the Trustee avoided and  
12 recovered. The Order avoiding the transfers (Dk. No. 365) specifically provides that “all liability  
13 associated with the Transferred Property and the avoidance of the transfers identified in paragraph 4  
14 [the transfer of the Files by LPG] remains with Phoenix, and such liability is not a charge or liability  
15 of the Trustee, LPG or the Estate.” As such, there are no grounds in the Motion upon which a post-  
16 petition administrative claim could be granted. Moreover, Ms. Skiba’s previous three motions were  
17 denied by the Court by Order entered on October 26, 2023, as Dk. No. 600. Nothing in the present  
18 Motion justifies reconsideration or a different outcome.

19 The Motion for allowance of an administrative claim must be denied.

20 **2. Pertinent Factual Background**

21 Pre-petition, Debtor was a law firm that provided consumer debt resolution services servicing  
22 more than 50,000 customers across the United States. In 2022, Debtor’s annual revenue exceeded  
23 \$150 million.

24 On March 20, 2023, Debtor filed a voluntary petition under Chapter 11 of Title 11 of the  
25 United States Code, initiating bankruptcy Case No. 8:23-bk-10571-SC in the United States  
26 Bankruptcy Court for the Central District of California, Santa Ana Division (“Bankruptcy Case”).  
27  
28

1 Prior to bankruptcy, Debtor fraudulently transferred all its assets and clients. As of the petition date,  
2 Debtor had virtually no assets or clients.

3 On May 8, 2023, Richard A. Marshack was appointed as the Chapter 11 Trustee of the  
4 Debtor's estate. *See* Dk. No. 65.

5 Upon his appointment, Trustee filed litigation against numerous defendants, including  
6 Phoenix Law Group, Inc. ("Phoenix"), seeking, among other things, to avoid and recover Debtor's  
7 fraudulent transfers. *See* Adv. Case No. 8:23-ap-01046-SC ("Phoenix Adversary").

8 On July 6, 2023, as Dk. No. 176, the Trustee filed a motion for order approving a stipulation  
9 with Phoenix avoiding, recovering, and preserving the legal service agreements fraudulently  
10 transferred by Debtor to Phoenix. On August 7, 2023, as Dk. No. 365, the Court entered an Order  
11 granting the motion and approving the stipulation. The Order specifically provides that "all liability  
12 associated with the Transferred Property and the avoidance of the transfers identified in paragraph 4  
13 [the transfer of the Files by LPG] remains with Phoenix, and such liability is not a charge or liability  
14 of the Trustee, LPG or the Estate."

15 On July 30, 2023, Ms. Skiba filed a general unsecured claim, attaching a retainer agreement  
16 she executed with Phoenix on April 13, 2023. *See* POC 134-1, Exhibit A. Ms. Skiba also attached  
17 her letter to Phoenix dated June 12, 2023, terminating her retainer agreement with Phoenix and  
18 seeking a refund of the \$600.00 she paid. *See* POC 134-1, Exhibit C. The basis for Ms. Skiba's claim  
19 was listed as "refund, fees, personal injury" but no amount was listed for the claim. A true and  
20 correct copy of the POC is attached as Exhibit 1.

21 On September 14, 2023, Ms. Skiba amended her general unsecured claim, asserting a claim  
22 in the amount of \$20,000.00. *See* POC 134-1.

23 On October 16, 2023, the Court entered an Order setting the Administrative Claims Bar Date  
24 as November 21, 2023. *See* Dk. No. 577.

25 On October 26, 2023, as Dk. No. 600, the Court entered an Order denying Ms. Skiba's  
26 previous three motions. Nothing in the present Motion justifies reconsideration or allowance of an  
27 administrative claim.

28

1 On November 8, 2023, Ms. Skiba filed the Motion in *pro se* as Dk. No. 645, seeking a  
2 \$20,000.00 administrative claim asserting substantially the same facts as in her general unsecured  
3 claim.

4 In response to her motion, on February 14, 2024, Trustee's counsel e-mailed Ms. Skiba to  
5 provide her with an additional copy of the termination letter addressed to Ms. Skiba from Phoenix  
6 dated August 3, 2023, as well as a copy of an uncashed refund check in the amount of \$600.00. True  
7 and correct copies of the Phoenix termination letter and uncashed refund check are attached as  
8 Exhibit 2. Ms. Skiba did not reply.

9 On February 15, 2024, Trustee filed an Omnibus Unilateral Report Regarding Status of  
10 Motions for Allowance of Administrative Expense Claim Under 11 U.S.C. §503(b) ("Feb. 15 Status  
11 Report"). *See* Dk. No. 940.

12 In the Feb. 15 Status Report, Trustee updated the court as to Trustee's findings in  
13 investigating Ms. Skiba's two claims (general unsecured and administrative) and attached a copy of  
14 the Phoenix termination letter as well as a copy of uncashed \$600.00 refund check. *See* Dk. No. 940,  
15 *See* Exhibit 1.

16 On March 17, 2024, Trustee's counsel e-mailed Ms. Skiba to let her know Trustee's position  
17 and to address Ms. Skiba's Dk. No. 969 request for a speedy trial which she filed as a claimant in  
18 *pro se*. In the e-mail, Trustee's counsel inquired of Ms. Skiba if she was planning to withdraw the  
19 Motion in light of the findings Trustee communication in the Feb 15 Status Report since Ms. Skiba  
20 did not reply to previous e-mail about the uncashed refund check from Phoenix. A true and correct  
21 copy of the email is attached as Exhibit 3. Ms. Skiba did not reply.

22 On March 19, 2024, Trustee's counsel called Ms. Skiba to inform her of the Trustee's  
23 response that would be filed on March 21, 2024, opposing her administrative claim in its entirety.

### 24 **3. Legal Argument**

#### 25 **A. Standard for Allowance of Claims Pursuant to 11 U.S.C. §503(b)(9)**

26 "The burden of proving an administrative expense claim is on the claimant." *Microsoft Corp.*  
27 *v. DAK Industries (In re DAK Industries)*, 66 F.3d 1091, 1094 (9th Cir. 1995). An administrative  
28

claim may be allowed for “the value of any goods received by the debtor within 20 days before the date of commencement of a [bankruptcy case] in which the goods have been sold to the debtor in the ordinary course of business.” 11 U.S.C. §503(b)(9). “By the plain terms of the statute, a vendor’s right to assert an administrative claim is limited in only three ways: (1) the vendor must have provided goods (not services); (2) the debtor must have received the goods within twenty-one days of the commencement of the case; and (3) the goods must have been sold ‘in the ordinary course of the debtor’s business.’” *Brown & Cole Stores, LLC v. Associated Grocers, Inc. (In re Brown & Cole Stores, LLC)*, 375 B.R. 873, 878 n. 7 (B.A.P. 9th Cir. 2007).

Ms. Skiba neither asserts that she is a vendor nor that she provided any goods to the Debtor before the commencement of this case. Instead, the record is clear that Ms. Skiba executed a legal services agreement *with Phoenix* (not the Debtor) and *after* the bankruptcy was filed. Because the burden of proof lies on Ms. Skiba as the administrative claimant, she has failed to meet her burden under 11 U.S.C. §503(b)(9).

### **B. Standard for Allowance Under 11 U.S.C §503(b)**

Despite Ms. Skiba’s failure to allege facts sufficient to satisfy the elements of Section 503(b)(9), Trustee investigated whether the facts alleged in the Motion are pertinent to any of the other subsections of Section 503(b). Claims for “the actual, necessary costs and expenses of preserving the estate, including wages, salaries, or commissions for services rendered after the commencement of the case” may be entitled to administrative priority. 11 U.S.C. § 503(b)(1)(A); *see Abercrombie v. Hayden Corp. (In re Abercrombie)*, 139 F.3d 755, 756 (9th Cir. 1998). “To be deemed an administrative expense, the claim must have arisen from a transaction with the debtor in possession, and directly and substantially benefited the estate.” *Boeing North America, Inc. v. Ybarra (In re Ybarra)*, 424 F.3d 1018, 1025 (9th Cir. 2005). “In order to keep administrative costs to the estate at a minimum, ‘the actual, necessary costs and expenses of preserving the estate...’ are construed narrowly.” *DAK Industries*, 66 F.3d at 1094.

The Motion does not allege any facts that suggest Ms. Skiba provided any benefit to the Debtor’s estate. The Motion solely recounts Ms. Skiba’s experience as a consumer client of Phoenix,

1 an entity which Trustee, in administration of Debtor's estate, has previously sued to recover  
2 fraudulently transferred assets ("Phoenix Adversary"). The Motion seeks an administrative expense  
3 of \$20,000.00 "for the harm and the compensation that she has suffered [at the hands of Phoenix]"  
4 As such, the facts of the Motion are inapplicable to any administrative claim analysis.

5 As a *pro se* claimant, Ms. Skiba has filed over a dozen documents and requests to the Court  
6 in the span of the last calendar year. On October 26, 2023, as Dk. No. 600, the Court entered an  
7 Order denying three of Ms. Skiba's previous motions. Nothing in the present Motion justifies  
8 reconsideration or allowance of an administrative claim.

9 **4. Conclusion**

10 For the foregoing reasons, Trustee respectfully requests that the Court deny the Motion and  
11 disallow Ms. Skiba's Motion for allowance of administrative claim in its entirety.

12  
13 DATED: March 21, 2024

MARSHACK HAYS WOOD LLP

14 By: /s/ D. Edward Hays  
15 D. EDWARD HAYS  
16 ALINA MAMLYUK  
17 Attorneys for Chapter 11 Trustee,  
18 RICHARD A. MARSHACK  
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**DECLARATION OF D. EDWARD HAYS**

I, D. Edward Hays, declare and state as follows:

1. I am an individual over the age of 18 and am competent to make this Declaration.

2. I am of counsel with the law firm Marshack Hays Wood LLP, and counsel of record for the Chapter 11 Attorneys for Chapter 11 Trustee, RICHARD A. MARSHACK (“Trustee”).

3. I have personal knowledge of the facts set forth in this declaration, and if called upon to do so, I could and would competently testify to these facts.

4. I make this declaration in support of the Debtor’s Objection to Proof of Claim Dk. No. 645 (“Objection”). Capitalized terms not defined in this declaration shall have the meaning ascribed to them in the Objection.

5. On July 30, 2023, Ms. Skiba filed a general unsecured claim, attaching a retainer agreement she executed with Phoenix on April 13, 2023. See POC 134-1, Exhibit A. Ms. Skiba also attached her letter to Phoenix dated June 12, 2023, terminating her retainer agreement with Phoenix and seeking a refund of \$600.00. See POC 134-1, Exhibit C. The basis for Ms. Skiba’s claim was listed as “refund, fees, personal injury” but no amount was listed for the claim. A true and correct copy of the POC is attached as Exhibit 1 to this declaration.

6. On October 26, 2023, as Dk. No. 600, the Court entered an Order denying Ms. Skiba’s previous three motions. Nothing in the present Motion justifies reconsideration or allowance of an administrative claim.

7. On February 14, 2024, my office e-mailed Ms. Skiba providing her with a copy of a termination letter addressed to Ms. Skiba from Phoenix dated August 3, 2023, as well as a copy of an uncashed refund check in the amount of \$600.00. True and correct copies of the Phoenix termination letter and uncashed refund check are attached as Exhibit 2 to this declaration.

8. On March 17, 2024, my office on behalf of the Trustee’s e-mailed Ms. Skiba to let her know Trustee’s position and to address Ms. Skiba’s Dk. No. 969 request for a speedy trial which she filed as a claimant in pro se. In the e-mail, my office on behalf of the Trustee’s inquired of Ms. Skiba if she was planning to withdraw the Motion in light of the findings Trustee communication in

1 the Feb 15 Status Report since Ms. Skiba did not reply to previous e-mail about the uncashed refund  
2 check from Phoenix. Ms. Skiba did not reply. A true and correct copy of the email is attached as  
3 Exhibit 3 to this declaration.

4 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
5 March 21, 2024.

6 /s/ D. Edward Hays  
7 D. EDWARD HAYS  
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Exhibit “1”

**Fill in this information to identify the case:**

Debtor 1 Ligation Practice Group

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California 

Case number 8:23-bk-10571-SC

**Official Form 410**

**Proof of Claim**

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>Judith Skiba</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	Name <u>Judith Skiba</u> Number Street <u>P.O. Box 1016 Ms 39568</u> City State ZIP Code  Contact phone <u>228-369-2070</u>  Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Name _____ Number Street _____ City State ZIP Code  Contact phone _____  Contact email _____
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$\_\_\_\_\_. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
refund, fees, personal injury,

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$\_\_\_\_\_

**Amount of the claim that is secured:** \$\_\_\_\_\_

**Amount of the claim that is unsecured:** \$\_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$\_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_%

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$\_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☒ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/31/2023  
MM / DD / YYYY

Judith S. Skiba  
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Judith Skiba</u>	<u>S</u>	<u>Skiba</u>
	First name	Middle name	Last name
Title	<u>Ms.</u>		
Company	<u>self</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>P.O. Box 1016</u>		
	Number	Street	
	<u>Pascagoula</u>	<u>Ms</u>	<u>39568</u>
	City	State	ZIP Code
Contact phone	<u>228 369-2070</u>		Email <u>skibajudith@yahoo.com</u>

# Exhibit A

Contract with Phoenix Law



P: (424) 622-4044 | Service@phoenixlaw.co

## RETAINER AGREEMENT

### 1. Services

Phoenix Law, a professional corporation licensed under the laws of the Commonwealth of California, hereby agrees to represent you in connection with your ongoing disputes with certain of your creditors listed below (*see* List of Creditors in Dispute). Phoenix Law hereby agrees to represent you in these disputes without limitation, including initiation of legal action against your creditors, defending any action brought by your creditors against you, enforcing your rights against harassment by your creditors pursuant to state and federal law, and counseling you on the possibility of filing bankruptcy. Phoenix Law will keep you informed of its representation of you and will use all legal means to protect and enforce your rights under state and federal law.

### 2. Fee for Services Contemplated Herein

The fee Phoenix Law will charge for the services being provided to you is set forth below. This fee has been broken down into monthly or other installments to ease the financial burden of such fees on you. The fee is for legal services provided to you by Phoenix Law, as outlined above, and includes all fees and costs associated with Phoenix Law's representation of you. No other fee will be assessed by Phoenix Law and no other cost shall be passed on to you. The fee is earned by Phoenix Law upon receipt due to services performed prior to the collection of such fee, and fees are not held in trust or escrow or used to pay creditors. Any settlement you are required to pay in the context of active litigation shall be borne separately by you and is unrelated to the fees you pay to Phoenix Law. Finally, you will not receive invoices or billing statements from Phoenix Law for services performed as the fee you agree to pay for such services is the flat fee contained in this agreement.

### 3. Failure to Resolve Account

The representation outlined herein is designed to bring a conclusion to all disputes with each of your creditors listed below. If an account remains unresolved at the conclusion of twenty-four months after Phoenix Law's representation of you commences, you will be entitled to a refund of all fees paid toward such unresolved account, which you can opt to keep or apply toward the resolution of such account at your discretion. You can also choose to have Phoenix Law continue to work on that account until it reaches a resolution instead of taking a refund, which it will do without limitation. Note that if a lawsuit is pending at the time you reach twenty-four months of representation by Phoenix Law, this provision shall not apply to such account and Phoenix Law shall conclude the representation in such lawsuit. In addition, to be clear, Phoenix Law will continue to represent you after the conclusion of twenty-four months for any account that is resolved to ensure that no creditor attempts to collect upon a bad or resolved debt, or to violate your rights under the Fair Credit Reporting Act by erroneously reporting a resolved debt.

### 4. Debt Settlement or Management

The representation outlined above is not a debt settlement or debt management "program" nor any other form of debt relief or credit repair. You are agreeing to hire an attorney and pay fees to the attorney for services the attorney will provide to you and for work the attorney will perform on your behalf. No promise or other representation has been made to you regarding the payment or settlement of your debts or regarding your credit score or repair of the same.

### 5. Your Rights and Responsibilities

You agree to execute a power of attorney permitting Phoenix Law to perform certain tasks on your behalf. You further agree to forward all communication you receive from any creditor in dispute, or



any court or government agency in connection with any creditor in dispute, to Phoenix Law. You may cancel this agreement at any time, but any fees paid for services rendered shall not be refundable. You have the right to speak with your attorney upon reasonable notice, and shall be given regular updates regarding the work Phoenix Law is performing on your behalf. You agree to communicate with Phoenix Law and provide it with all information requested to allow Phoenix Law to represent you. You agree not to disclose the contents of Phoenix Law's representation of you as disclosure to a third party may waive the attorney-client privilege covering communications between you and Phoenix Law.

6. Electronic Authorization

You acknowledge that Phoenix Law reserves the right to contact you electronically, which may include but is not limited to communication by email, text message, push notification, telephone, or e-signature platform. You understand and agree that such communication involves the transmission of data electronically, which carries the risk of disclosure to a third party regarding financial data and that Phoenix Law will not be liable for any inadvertent disclosure of information. You further acknowledge that an electronic version of this signed agreement will be as valid as the original signed agreement.

7. Professional Liability Insurance

Phoenix Law maintains professional liability insurance applicable to its representation of you. The limit of this policy is \$1,000,000.00 per claim filed by you pursuant to the terms of such policy. Any claim under this policy shall require you to contact Phoenix Law and disclose such claim, including all details regarding the same.

8. Confidentiality

As a licensed professional law corporation, Phoenix Law is bound by the California Rules of Professional Conduct. This includes strict rules concerning the confidentiality of client information (i.e., your information) and the attorney-client privilege.

1Note: if you decide to proceed with filing bankruptcy you may be entitled to a refund of fees paid to Phoenix Law.

1. Licensing

You acknowledge that Phoenix Law is a California professional law corporation and employs or associates with attorneys licensed to practice law in both California and in the jurisdiction in which you reside. Phoenix Law shall maintain an active, licensed attorney in all jurisdictions in which it operates, and you have a right to speak with such licensed counsel. Although Phoenix Law is based in California, it employs or associates with attorneys in all jurisdictions in which its clients reside.

Initials JS

2. Performance of Legal Services

You understand and acknowledge that you have contracted with Phoenix Law to perform legal services, and the performance of such services constitutes satisfaction of Phoenix Law's obligation to perform prior to collecting any fees in this matter. You understand that the provision of legal services by Phoenix Law will commence immediately after the execution of this agreement, and that all fees paid are for the work of Phoenix Law in representing you and not for any other purpose, including the settlement of any debt or other debt management service. By initialing below you acknowledge that your read and fully understand this specific paragraph.

Initials JS

3. Acknowledgement and Understanding

By signing this agreement, you understand, acknowledge and agree that you have not been instructed by Phoenix Law or any agent of Phoenix Law to breach any legal duty you have undertaken.

-----Case 8:23-bk-10571-SC Claim 134-1 Filed 07/30/23 Desc Main Document [EDB]  
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including any contractual obligation. You further understand, acknowledge and agree Phoenix Law may terminate this contract if required to do so under any applicable rule of professional conduct, any Court order, any failure to communicate with Phoenix Law where such communication relates to Phoenix Law's representation of you, or any failure to remit payment pursuant to this agreement. You understand, acknowledge and agree that you will forward any and all communication you receive from any creditor in dispute or any court or government agency related to any creditor in dispute, and that you will track any and all telephonic or electronic communication from any creditor or credit reporting agency. You understand, acknowledge and agree that Phoenix Law may obtain copies of your credit report at any time to assist it in the process of representing you in the disputes contemplated herein. Finally, you understand, acknowledge and agree that the fees you pay to Phoenix Law are for its services and not for use in paying or settling your debts.

Client Signature: *Judith Selva*

Date: 04/13/2023



### STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

Initials *JS*

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters.)
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Initials *JS*

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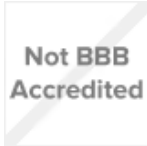
List of Creditors in Dispute

#	Creditor Name	Account #	Balance
1	FSTHERITAG	44142	\$2,431.00
2	Republic Finance	125124514	\$3,216.00
3	1ST FRANKLIN	863601908909	\$2,314.00
4	Tower loan	2565451	\$2,000.00
5	CREDITONEBNK	4447962618398717	\$509.00
6	MERRICK BK	5463166705331252	\$953.00
Total Balance			\$11,423.00

As of April 24, 2023

## Exhibit B

Copies of complaints with the Better  
Business Bureau



## Complaints

### Phoenix Law

Lawyers

[View Business profile](#)

#### Need to file a complaint?

BBB is here to help. We'll guide you through the process.

[File a Complaint](#)

#### Complaint Details

Note that complaint text that is displayed might not represent all complaints filed with BBB. [See details.](#)

##### Complaint Type:

Problems with Product/Service

##### Status:

BBB unable to locate business



##### Initial Complaint

06/23/2023

There is nothing to look into you are stealing my money and forcing me to wait. \*\*\*\* has already caused me to have a mental breakdown with all of the rage and anger he projected on my based on his emotional ties to the case. I was terminated without explanation. And in retaliation of \*\*\*\* own personal grudges as we all a discriminatory complaint that I have made as well as have all of the documentation to prove. I have reached out to \*\*\*\*\* office to explain all that has gone on as well as provided all emails. They have provided me with contacts through the \*\* BK courts and instructed me to reach out let them know how emotionally unstable \*\*\*\* is acting. My next steps are going to social media, BBB, FTC and the \*\*\* You are have caused me a financial hardship and you are stealing from me an refusing to provide sufficient documentation proving you have the right to steal my money. This is not a slave ship I have worked my a\*\* off for the last year gave up my career in the construction industry because I wanted a change. To only be terminated, stolen from and refused my pay. I pray that you all receive the karma that is owed to you. It is not ok to steal from people nor make assumptions. The truth will set you free and I can not wait to let all of the truth out to the

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world. \*\* as the managing attorney of a business that you came in stole and took credit for I cannot wait to reach out to the state bar and provide my many concerns along with these emails. This provides enough facts that YOU all are stealing from me. \*\* as an attorney like I told you before this should all be done off of facts and not feelings and emotions like \*\*\*\* is basing everything on. Stop stealing and give me my money. I am now requesting to be compensated for every day that I have waited to receive my money that you guys stole from me as if I am some uneducated slave that you can take advantage of!

**Complaint Type:**

Problems with Product/Service

**Status:**

BBB unable to locate business



**Initial Complaint**

06/23/2023

I paid \$4,200 for debt Resolution and my case has been transferred to two other law firms and nothing has been done I can not longer reach the law firm and my debtors are sending emails.

**Complaint Type:**

Problems with Product/Service

**Status:**

BBB unable to locate business



**Initial Complaint**

06/21/2023

may 3,2023 and june3,2023 for the amount of 594 total.Phoenix law did not fullfil their agreement that I paid for.They scammed me for money and didnt do anything for it.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**

06/15/2023

I have been dealing with LPG since 2/7/22. They have been taking \$347.78 every month from me and I have seen nothing to fix my credit and no one has reached out to even say that we are in litigation to have my debt resolved. The last three months I have been double charged and this put me behind in my daily living. Times are hard enough and these people claimed they wanted to help. From what I gather this company and Phoenix Law are the same company. There was no notification that a change was being made, now every month this

company pulls money twice and when I talk to the bank, they tell me its the same company and routing number. These people need to be stopped.



**Business response**

06/19/2023

Phoenix Law is currently reviewing the customer's concerns and will contact them once the review is completed.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**

06/12/2023

I was working with LPG law and received frequent correspondence and they were actively helping with my debt resolution. I was then transferred to Oakstone and now Phoenix Law and since then not one of my accounts has been handled by them. I am now being sued by a creditor, have already been sued by one and another one is threatening same. I am literally living in a nightmare with no way out. I am requesting that I get a status update on my accounts and when they were last dealt with. I am also requesting money back due to failure to resolve my accounts that I was forced to now pay in full from the court. This is NOT what I signed up for.



**Business response**

06/22/2023

Thank you for bringing this matter to our attention. Our legal team spoke to the client and explained about the transition. Per the clients contract, it stipulates the client is only eligible for a refund, if at the end of the term her account was not resolved. However, due to LPG filing for bankruptcy, her account would have to go under review. She was also informed that in her contract it explains the possibility of receiving a lawsuit, and she would be legally represented per her contract. But also, her contract clearly states should she cancel, then she loses the privilege of legal representation, and would have to represent herself. The client understands and wants to represent herself. The cancellation letter and revocation for the \*\*\* clause is already sent as well.

**Complaint Type:**

Billing/Collection Issues

**Status:**  
Answered



**Initial Complaint**  
06/08/2023

I was sent mail from pointbreak financial for debt consolidation. Upon talking to someone there. I was given an amount to pay which was \*\*\*\*\* everymonth. Well then they connected me with Galant law. I was told they would contact my creditors. From the beginning of January nothing has been done creditors told me that they were never contacted. In march when I one of the creditors took legal action and I called to let them know. I was told that my account was sent to \*\*\*\*\* without me knowing. I let them knew what was going on. About a week later I get a call talking about they would represent me at court. But I would have to pay additional fees. I cancelled services and asked for a refund. To which I did not get. I also reached back out to point break and told them what was going on. As 06/06/ 2023 I spoke with a representative that told me that phoenix is not answering there phone calls. Have done alot customers the same way.



**Business response**  
06/19/2023

We appreciate the opportunity to respond to her concerns.  
We have investigated the customers complaint and our legal team will reach out for a resolution immediately.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**  
05/26/2023

I previously filed a compliant on 4/17/2023 (case #\*\*\*\*\*) against \*\*\*\*\* which changed to \*\*\*\*\* Practice Group, for debt resolution services. Since filing my complaint I was told by BBB that LPG filed for bankruptcy. However I got a voicemail on 4/11/2023 from a "new" law firm, Phoenix Law, saying they took over from LPG. I contacted them on 5/8/2023 after I received the BBB's response to my prior claim to see if what they were claiming was real or not. They claimed again to have taken over all of LPG's accounts/contracts and that they would continue to represent me. I was assured that they were a serious law firm and that my accounts would be properly dealt with and in a timely manner. I was asked to sign a power of attorney e-document straight away, to have representation as soon as possible. I was to be contacted for a full debrief of my accounts and next best options within the following 24 hours. I asked for a written report, instead of a call for tangible proof of what he was claiming. This never happened and this alerted me to a repeating mode of operation similar to what LPG had done before. I also sent them the attached notice of court order to appeal the judgement that LPG failed to represent me as per their contractual obligations. Nobody acknowledged or



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reverted back to me as promised. Finally, today 5/25/2023 I called back in response to a voicemail left yesterday. The person I spoke with had nothing factual to say or prove that they were serious in their claims, instead leading me nowhere. I called them out, and stated that I wanted a full refund of the total amount I had already paid to LPG \$22,197.71. They swiftly terminated my agreement and told me to contact them in 24/48 hours to get a status on my refund request. I do not trust that they will refund me and am asking for your support to get my monies and to investigate their conduct which I believe to be a renewed play from LPG under a new name to scam other victims.



**Business response**

06/05/2023

We appreciate you bringing this issue to our attention and we are very grateful for the opportunity to respond. Your concern is escalated to our legal team for review and someone will reach out to you immediately to help you resolve all your concerns. We apologize for any inconvenience this has caused you and we look forward to providing you with further assistance.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**

05/22/2023

Ive been paying LPG initially over 700 dollars and went down to over 500. I have only 2 payments left. I almost paid them total of \*\*\*\*\* but they did not do anything with my account. They charging full charges and Im getting judgement and garnishment. Now they transferred my account to \*\*\*\*\* . I gave them a call and theyve been giving me the run around for a month now. I talked to 2 people \*\*\*\*\* and \*\*\*\*\* and they just keep saying legal department will call me back but Ive been waiting for weeks. I requested a refund and I was told they cannot promise that and my payment will be a waste of money if I cancel them now. This business is trying to get money for the people already struggling. Im seriously thinking theyre a scam. For that amount of money. They did not do anything to fix my debt.



**Business response**

05/26/2023

Our records indicate that the client has been assisted with her concerns by management. Adjustments were made to her account and a detailed update was handled by our legal department for further clarification. The client understood and we look forward to the successful completion of her program.

**Complaint Type:**

Problems with Product/Service

**Status:**

Unresolved



**Initial Complaint**

05/22/2023

\*\* August 2022, I was contacted by the \*\*\*\*\* Group. A representative explained they had authorization to work with me to help me remove medical debt and also previous charge offs from my credit reports in addition to helping me get relief from existing debts. They stressed how much experience they had in working with creditors and help get me back on track with my credit scores. The \*\*\*\*\* Group indicated they would contact all of my old creditors and resolve ALL of my debt for a reduced amount plus get the charge offs removed from my credit and once again my credit would be back on track in two years. I agreed to work with the \*\*\*\*\* Group and the company started deducting my bank account monthly. Since August 2022, the company has not worked on my behalf according to the signed agreement. Around 3/14/2023, \*\*\*\*\* Group sent me an email indicating they were transferring my account to Consumer Legal group. I did not request the transfer and tried contacting \*\*\*\*\* Group, but the telephone number went straight to a busy line. I also emailed the company but no response. I went on the website to find a number for the Managing Attorney (\*\*\*\*\* ) that sent the \*\*\*\*\* Welcome Packet. I spoke to his assistant and asked for a return call. Attorney March never called. His assistant mentioned my account was transferred to Oakstone not Consumer Legal Group. When I called Oakstone, they indicated they did not have my files. I called and emailed Consumer Legal Group indicating I don't have an agreement with them and requested a refund plus a status on my creditors (note: I can't see the status of my creditors on the \*\*\*\*\* Group Website). Consumer Legal Group indicated I must cancel my agreement. I indicated that I don't have any agreement with them and let the rep know they did not have authorization to contact my creditors not withdraw any money from my bank. On 3/29/23, I received a welcome email from Phoenix Law indicating my file was transferred to their company. When I called to get an update on my file, they indicated they did not know the status of my creditors. Also, if I want to cancel my enrollment, I need to contact a senior compliance officer. I instructed the rep not to take any money from my account, asked for an email of the status of my account with my creditors, requested a refund for all monies paid to \*\*\*\*\* Group, and asked for a company of my agreement with them. The rep indicated I would get an email. No response was received. On April 4, 2023, I contacted Phoenix Law Group and spoke to their Senior Compliance \*\*\*\*\* indicated my files along with others were transferred to Phoenix Law group for handling. \*\*\*\*\* could not tell me anything about my account. I asked for a copy of my agreement with Phoenix Law and also a refund. He then transferred me to his manager \*\*\*\*\* In chatting with \*\*\*\*\* she basically reiterated what \*\*\*\*\* said but also mentioned her company has approximately \*\*\*\*\* cases and angry consumers they are trying to handle. She mentioned \*\*\*\*\* Group filed for bankruptcy and stated she was familiar with the BBB.org complaints but she could not do anything about it. She mentioned to me to stop sending emails to the senior attorneys and said she was trying to help me get my refund. \*\*\*\*\* told me to resend my request for a refund to the same email address but remove the attorneys names. She indicated she would cancel my contract (never produced a contract) and process the refund. The call ended. I resent the email on April 4, 2023, requesting the refund. To date I have not received a refund and I still don't know the status of my account with my creditors.



**Business response**

05/30/2023

We have reviewed the customer's internal file. Per her request, we have cancelled her debt resolution plan effective 5/11/23. Confirmation was sent to the customer via e-mail the same day. Additionally, our legal team reached out to the client and provided additional clarification for an amicable resolution. Phoenix Law has helped guide thousands of clients down the path to becoming debt free. We would be happy to assist her if she chooses to re-enroll in the future. We hope this clears up any questions or concerns. Thank you.



**Customer response**

06/05/2023

Complaint: 20089603

I am rejecting this response because: The representative from Phoenix Law called me over a week ago to get my bank information to issue a refund. I have not received a full refund.

Sincerely,

\*\*\*\*\*

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**

05/22/2023

I have been paying for services over the course of 3 yrs, without there being any solutions. Been transferred 3 times w/o my knowledge/permission. I signed legal documents when started services stating that a refund would be made available if I was not satisfied. When I was transferred to Oakstone, they told me March would be my last payment. When I called & spoke to a 2 representative, that person had stated that my last payment would be in April. When that was raised for concern, I asked to speak to a manager, was told the manager would call me. Never received a call back. I had call #3 & I expressed my concern I was told by that representative that I owe 6mo worth of payments. When I had expressed the urgency for a manager, I was told one would be in touch with \*\*\*\* called and nobody answered. I left a voicemails & nobody returned my phone calls. I emailed & nobody responded to my emails. Then I found out my case was transferred for a 3 time. A representative I had spoken with from your company stated that a refund would not be possible, which is a concern for me. The

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representative had stated that you expect a monthly payment for the month of March and April, which would amount to roughly \$340,&that I would continue to get services at no cost.She also told me that when my case was transferred that your company did not receive payment.Then I was transferred to a manager,who then told me that I would need to provide the transaction history to the refund department,who does not take calls from clients,&later in conversation,proceeded to tell me that theres a transaction history is on file.Why do I need to provide my transaction history if it is already on file?How did you not receive payment if you have a history of my transactions?Why provide me services for only \$340?A refund is something that I am entitled to.There is a major concern especially when a representative told me that a refund would not be possible. I was advised to cancel acct and attempt to collect refund by new attorney.



**Business response**  
05/26/2023

We appreciate the opportunity to respond to his concerns. Please note that Phoenix Law is a completely different entity with LPG and Oakstone. Based on our records, Our legal team and the client reached an amicable resolution; As explained, the client understood that we did not charge his account. A follow up call with the client has been set to confirm if he receives his adjusted statement. Phoenix Law has guided thousands of consumers through the path to financial freedom and we are confident that the resolution we presented clears up any concerns. If he has any further questions, he is invited to contact our customer service department directly.


1

2

...

4

Next ►

\*Some consumers may elect to not publish the details of their complaints, some complaints may not meet BBB's standards for publication, or BBB may display a portion of complaints when a high volume is received for a particular business. 

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When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

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## BBB Rating & Accreditation

**C-**

**THIS BUSINESS IS NOT BBB ACCREDITED**


[Search for Accredited  
Businesses in this category.](#)

**Years in Business: 21**


**Customer Reviews are not used in the calculation of BBB Rating**

[Reasons for BBB Rating](#)

## Contact Information

 Los Angeles, CA 90045-9205

 [Visit Website](#)

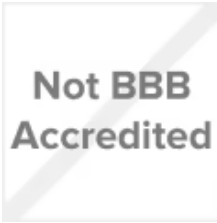
 [\(424\) 622-4044](#)

## Complaints Summary

**42** total complaints in the last 3 years.

**42** complaints closed in the last 12 months.

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**Customer Reviews**  
**Phoenix Law**  
Lawyers

[View Business profile](#)

28 Customer Reviews

Alton G



07/17/2023

I was with LPG paying over \$551.09 a month almost a year and then without notice switched to Phoenix Law pc. I called Phoenix law after a month from recieving an email saying they took over the account and would call me in a day or so. When I finally talked to them they said they were gonna continue the plan and all looked really good, but no specifics were discussed just vague responses. Now 2 months later the don't even answer calls. You get put on hold for a half hour and then they hang up. Now I'm being taken to court by creditors. LPG and Phoenix Law PC are both scams.

Judy B



07/17/2023

I try to call Phoenix Law about my account with them and they never answer their phone but they are there to with draw my money out of my account Are they for real what is going on. thank you \*\*\*\*\*

Niloofar B



07/16/2023

I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for LPG to dispute charges of hidden fee that are charge on your credit cards. My credit score went from a 600 to a 400. I have had many calls to them. Then I

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got transferred to Phoenix law without my knowledge and permission. Im paying them \$350 a month for almost a year to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse! I got emails from some companies trying to help us to \*\*\* them so Im going to stop the payments and take legal action.

Kattherine A



07/11/2023

I was miss represented. I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for Phoenixlaw to dispute charges of hidden fee that are charge on your cret cards. My credit score went from a 620 to a 400. I have had many calls to them. Now I am finding out I have paying them 250 dollars a month since March to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse and now have to work 2 jobs to maintain my monthly bills.

Jessica F



07/07/2023

PLEASE BE WARNED - DO NOT WORK WITH PHOENIX LAW or any of their associates or subsidiaries, If you have read any of these reviews, you will see a pattern. Like many others, I was transferred to Phoenix Law after \*\*\*\*\* Group (LPG) went under. I had no idea who they were and they just started taking money from my account. After drilling down I realized it was in the same amount as my previous contract with LPG, despite no agreement. I finally found thru research some basic information needed to contact them and have been stuck in a loop ever since. My final payment is today for the contract I originally started with \*\*\*\*\* . I have a very lengthy backstory and paid over \$15k to \*\*\*\*\* / LPG / Phoenix Law. I have documentation, records, and notes. There are so many of us that have been taken advantage of by this group - by people we trusted to help us. The people you are robbing of their hard-earned money are people already struggling. My husband and I have worked 2 jobs for several years now trying to get out of debt caused by medical issues years back. Despite all our payments we've been sued multiple times, for amounts well above our original debts (for late fees and missed payments from when this company 'took over our accounts for us'). These companies "change" or "transition your files" so they can continue to get away with it. Someone must hold them accountable for this fraud.

Peter B



07/07/2023

I have owned a law firm in \*\*\*\*\* for almost 15 years named Phoenix Law. Over the last several

months I have received several hundred calls from upset clients of this company. I have tried to reach out to them to see how I could help their clients and no one would ever call me back. My firm has been receiving negative reviews and complaints because consumers cant find this company. From talking to several hundred of there clients, I would exercise extreme caution using this company.

Deb A



07/06/2023

I also started out with LPG law. In February, I was notified of being transferred to \*\*\*\*\* . I never received a call from them. In March, I was served paperwork for court proceedings to one of my accounts. Could not get in contact with LPG. Contacted Oakstone law by email and phone. No response. About 3 weeks later i get an email from an Attorney who was going to represent me, and that \*\*\*\*\* referred him to me. He did represent me. I still never heard anything from Oakstone. Then I get an email I have been transferred to Phoenix Law. I've tried contacting them by email and left messages. No response. When I was served the paperwork for court, I put an immediate stop to my payments to LPG. End of June, they attempted to withdraw money, but it was denied to them. I'm in worse financial shape now since joining LPG, than i was before. They did not fix anything for me as promised. I've paid \$517/month for 2 1/2 years. What a waste of money. I know I'm not going to get a refund, but I want to discontinue whatever they are supposed to be doing for me. I'm not paying them anymore. I need to figure out what to do with my debt now. I'm being contacted by Debt Collectors. If I could give these companies a zero star, I would. I've been scammed out of alot of money. This is fraud. I want to discontinue whatever LPG/Oakstone, Phoenix law was/is supposed to do for me. I'm terminating my so called financial relationship with these companies. do not do business with these companies. They make things worse. and they don't want to contact you or return phone calls or emails.

William B



06/25/2023

We started out with LPG for debt consolidation. After about a year down the road we decided to go a different route so we contacted LPG and told them we were going a different route in our debt situation and we were cancelling. All went well, or so we thought. Several months later we have these charges at our bank where money has been taken out of our account by some name we didn't recognize. We went to our bank and disputed the charges and by then overdraft fees. The bank gave us a phone number to call, so we called the number only to find out who we were dealing with (LPG) had sold out to Phoenix Law. Well, LPG failed to let Phoenix Law know that our account had been cancelled and was not longer valid for over 6 months. We finally, after multiple attempts, messages left, and more calls to Phoenix Law to refund us our money finally got to speak to someone. After going back and forth for almost a month playing phone tag got to speak to someone. Well that someone didn't know what we were talking to kept transferring us to different one's which by the way didn't know what they were doing or what was going on. After over a month we finally got ahold of a lady that said she seen where our account had been cancelled for over 6 months and didn't know why money was taken out of our bank account. So we finally had to get out lawyer involved just to try and



get us our money back that was taken without our permission. As of today we still haven't received our money, our lawyer if involved now. I'm hoping this will be resolved soon as it has surely put a hard ship on our family. We work too hard to have money taken so easily by someone and it's almost impossible to get what's ours to begin with back to us. Not a good way to do business for sure!!! I would give this company a -0 if I could!!

Kenneth W



06/20/2023

This law firm illegally remove money from my bank account.



**Phoenix Law Response**

06/22/2023

We appreciate the opportunity to respond to his concerns. We have investigated the customers complaint and our legal team will reach out to the client for an amicable resolution. We sincerely apologized for any frustration this has caused.

Shellie F



06/17/2023

I was originally working with LPG from January 2021 till February 2023. then LPG transferred me with no authorization to \*\*\*\*\* Group, I never had anyone from OLG reach out to me until I had a fraudulent charge of \$123.26 from them on April 19th, 2023, I spoke with a representative of OLG and they told me I will be refunded the amount and the overdraw fee of \$35 within 10 business days. on the 11 business day, my contract was transferred yet again with no notification from Phoenix Law on 05/28/2023. they tried to withdraw money out of my account without contacting me and again in 06/07/2023 this is when I have closed my account before they they have tried it again. OLG and PL from the number that I had on file with them and both of the numbers kept being sent to the voice mail of PL to find out what was going on. I had to call from a family member's phone and the call went through. I informed PL that I wanted to cancel due to a lack of communication and that I was tired of being thrown around from company to company. I told him I want my money back to cancel. PL said that I was not due any refund because I was not in the program long enough, when I was originally with LPG there was no minimum length of stay in their contract and I have it in writing. I have made 38 payments of \$123.26 I want my \$4683.88 back. So please help me get it back. They havent closed my account down on and I would like to see that it is done and them sending me my money back due to non of the accounts where paid for and closed..

**Customer Review Rating**

★ ★ ★ ☆ ☆ 2.75/5

Average of 28 Customer Reviews

## Contact Information

📍 3347 Michelson Dr # 400  
Irvine, CA 92612-1692

🌐 [Visit Website](#)

☎ [\(424\) 622-4044](#)

## BBB Rating & Accreditation

**NR**

**THIS BUSINESS IS NOT BBB ACCREDITED**

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Businesses in this category.](#)

**Customer Reviews are not used in the calculation of BBB Rating**

[Reasons for BBB Rating](#)

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When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

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## Exhibit C

Letter to Phoenix Law asking for refund

June 12, 2023

Phoenix Law  
6080 Center Dr. 6th floor  
Los Angeles. Ca. 90045

Dear Phoenix Law,

As of June 12, 2023 your company, Phoenix Law and it's employees' will be no longer employed with myself Judith Skiba. You have violated our agreement, so at this time any contracts or agreements are voided. You will not have my permission to access my bank accounts for any reason what so ever. At this time I am demanding a refund of \$600.00 of what has been taken out of my account.

I will provide you two weeks, from the time you recieve this letter to refund my \$600.00 or I will have the Los Angeles F.B. I. office knocking on your door ready to arrest your company for Fraud. I am also contemplating a lawsuit for (\$10,000.) ten thousand dollars for Fraud. At this time alot of damage has been done to my self in regards to my creditors and I do not want to file for bankruptcy. I also wil file a complaint with the Better Business Bureau, along with the twenty-eight complaints that was previously filed.


Judith Skiba  
P.O. Box 1016  
Pascagoula, Ms. 39568  
228 369 2070



**Fill in this information to identify the case:**

Debtor 1 Ligation Practice Group

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California 

Case number 8:23-bk-10571-SC

**Official Form 410**

**Proof of Claim**

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Judith Skiba</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Name _____ <u>Judith Skiba</u> Number _____ Street _____ <u>P.O. Box 1016</u> <u>Ms</u> <u>39568</u> City _____ State _____ ZIP Code _____  Contact phone <u>228-369-2070</u>  Contact email <u>skibajudith@yahoo.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Name _____  Number _____ Street _____  City _____ State _____ ZIP Code _____  Contact phone _____  Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>134</u> <div style="text-align: right;">Filed on <u>09/14/2023</u> MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 20,000.00. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
refund, fees, personal injury,

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_%

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/31/2023  
MM / DD / YYYY

Judith S. Skiba  
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Judith Skiba</u>	<u>S</u>	<u>Skiba</u>
	First name	Middle name	Last name
Title	<u>Ms.</u>		
Company	<u>self</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>P.O. Box 1016</u>		
	Number	Street	
	<u>Pascagoula</u>	<u>Ms</u>	<u>39568</u>
	City	State	ZIP Code
Contact phone	<u>228 369-2070</u>		Email <u>skibajudith@yahoo.com</u>

Exhibit “2”



Phoenix Law Group  
3347 Michelson Drive, Ste. 400  
Irvine, CA 92612  
(424) 622-4044  
service@phoenixlaw.co

August 3, 2023

Ms. Judith Skiba  


**RE: Refund Check #1000 - \$600**

Dear Ms. Skiba,

It was a pleasure to have you as a client of Phoenix Law, as indicated, we have terminated your contract and enclosed, please find a check for a full refund of payments made.

All the best to you and yours in the future.

Sincerely,



Wm. Ty Carss, Esq.  
Phoenix Law

Enclosed: Check #1000

Phoenix Law PC  
6080 Center Drive, 4<sup>th</sup> Fl  
Los Angeles, CA 90045

Date August 3, 2023

11-35/1210 CA  
72341

1000

Pay To The  
Order Of Ms. Judith Skiba

SIX hundred and

no/100

Dollars

\$ 600.00

BANK OF AMERICA

For Thank you. Accord and Satisfaction

[Redacted Signature]

[Signature]

ANTHONY J. SKIBA, Esq. is a member of the State Bar of California and is duly admitted to practice law in the State of California. He is also a member of the Los Angeles County Bar Association and the Southern California Association of Attorneys. He is a past president of the Los Angeles County Bar Association and the Southern California Association of Attorneys. He is also a past president of the Los Angeles County Bar Association and the Southern California Association of Attorneys. He is also a past president of the Los Angeles County Bar Association and the Southern California Association of Attorneys.

THANK YOU FOR YOUR PATIENCE  
ACCORD AND SATISFACTION

Exhibit “3”

---

**From:** Alina Mamlyuk <amamlyuk@marshackhays.com>  
**Date:** Sunday, March 17, 2024 at 3:06 AM  
**To:** skibajudith@yahoo.com <skibajudith@yahoo.com>  
**Cc:** Ed Hays <EHays@MarshackHays.com>, Layla Buchanan <LBuchanan@marshackhays.com>  
**Subject:** Re: LPG administrative claim Dk. No. 645

Good morning, Ms. Skiba—

Please let me know if you are planning to withdraw your administrative claim motion [Dk. No. 674] before Trustee's response date of March 21, 2024. This would also vacate the April 11, 2024 hearing and not require either you or Trustee's counsel to appear.

As Trustee indicated in the status report filed on February 15, 2024 [Dk. No. 940], your motion does not assert any facts that apply to administrative claim analysis under bankruptcy law. As such, Trustee will be opposing the entirety of the administrative claim amount of \$20,000.00.

Although not required at this point of administrative claim investigation, as Trustee's counsel I familiarized myself with the general claim that you filed on July 30, 2023 and tracked down the Phoenix termination letter and got confirmation that the \$600 refund check to you was uncashed at least as of February 14, 2024.

I read the document you filed [Dk. No. 969] asking for a speedy hearing, which is why I wanted to reach out and let you know that a withdrawal of your motion would avoid the hearing altogether and help conserve litigation costs and time resources on all sides.

Looking forward to your response,

Alina Mamlyuk  
(949) 333-7777

**From:** Alina Mamlyuk <amamlyuk@marshackhays.com>  
**Date:** Wednesday, February 14, 2024 at 8:49 AM  
**To:** skibajudith@yahoo.com <skibajudith@yahoo.com>  
**Cc:** Ed Hays <EHays@MarshackHays.com>, Layla Buchanan <LBuchanan@marshackhays.com>  
**Subject:** Re: LPG administrative claim Dk. No. 645

Attaching the check and copy of the termination letter here.

---

**From:** Alina Mamlyuk <amamlyuk@marshackhays.com>  
**Date:** Wednesday, February 14, 2024 at 8:48 AM  
**To:** skibajudith@yahoo.com <skibajudith@yahoo.com>  
**Cc:** Ed Hays <EHays@MarshackHays.com>, Layla Buchanan <LBuchanan@marshackhays.com>  
**Subject:** RE: LPG administrative claim Dk. No. 645

Good morning, Ms. Skiba—

My name is Alina Mamlyuk, I am handling the administrative claim motions filed in In re: Litigation Practice Group, P.C., Case No. 8:23-bk-10571-SC on behalf of the Trustee, Richard Marshack.

You and I spoke on January 17, 2024, when I called to answer your concerns about the verification of your claim. In my investigation since that call, I have found that Phoenix Law had issued and mailed you a refund check on August 3, 2023, along with a termination letter. The check appears to be uncashed by you and I obtained verification from Ty Carrs, the lead counsel for Phoenix Law at the time of check's issuance, that the check is still valid and no "stop payment" has been put on the check. I am attaching it to this email, along with a copy of the letter.

Can you please let me know if you have received this check. Again, you would have received it by mail sometime after August 3, 2023.

Thank you,

Alina Mamlyuk  
949-333-7777

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **OPPOSITION OF CHAPTER 11 TRUSTEE TO MOTION OF JUDITH SKIBA FOR RECOVERY OF ADMINISTRATIVE EXPENSE [Dk. No. 645]; DECLARATION OF D. EDWARD HAYS IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 20, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On **March 21, 2024**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR – MAIL REDIRECTED TO TRUSTEE**

THE LITIGATION PRACTICE GROUP P.C.  
17542 17TH ST, SUITE 100  
TUSTIN, CA 92780-1984

**CLAIMANT / INTERESTED PARTY**

JUDITH SKIBA  
PO BOX 1016  
PASCAGOULA, MS 39568

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 21, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**

**PRESIDING JUDGE'S COPY**

HONORABLE SCOTT C. CLARKSON  
UNITED STATES BANKRUPTCY COURT  
411 WEST FOURTH STREET, SUITE 5130 /  
COURTROOM 5C  
SANTA ANA, CA 92701-4593

**VIA EMAIL**

JUDITH S. SKIBA  
SKIBAJUDITH@YAHOO.COM

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 21, 2024  
Date

Cynthia Bastida  
Printed Name

/s/ Cynthia Bastida  
Signature



**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:**

<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Bradford Barnhardt	bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
<b>ATTORNEY FOR CREDITOR AFFIRMA, LLC and CREDITOR OXFORD KNOX, LLC</b>	Eric Bensamochan	eric@eblawfirm.us, G63723@notify.cincompass.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Peter W Bowie	peter.bowie@dinsmore.com, caron.burke@dinsmore.com
<b>ATTORNEY FOR CREDITOR SDCO TUSTIN EXECUTIVE CENTER, INC</b>	Ronald K Brown	ron@rkbrownlaw.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Christopher Celentino	christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
<b>INTERESTED PARTY COURTESY NEF</b>	Shawn M Christianson	cmcintire@buchalter.com, schristianson@buchalter.com
<b>INTERESTED PARTY COURTESY NEF</b>	Randall Baldwin Clark	<a href="mailto:rbc@randallbclark.com">rbc@randallbclark.com</a>
<b>ATTORNEY FOR DEFENDANT LISA COHEN and DEFENDANT ROSA BIANCA LOLI:</b>	Leslie A Cohen	leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com
<b>INTERESTED PARTY COURTESY NEF</b>	Aaron E. DE Leest	adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com
<b>INTERESTED PARTY COURTESY NEF</b>	Anthony Paul Diehl	anthony@apdlaw.net, Diehl.AnthonyB112492@notify.bestcase.com, ecf@apdlaw.net
<b>ATTORNEY FOR INTERESTED PARTY NATIONAL ASSOCIATION OF CONSUMER BANKRUPTCY ATTORNEYS and INTERESTED PARTY NATIONAL CONSUMER BANKRUPTCY RIGHTS CENTER</b>	Jenny L Doling	jd@jdl.law, dolingjr92080@notify.bestcase.com; 15994@notices.nextchapterbk.com; jdoling@jubileebk.net
<b>ATTORNEY FOR CREDITOR CAROLYN BEECH</b>	Daniel A Edelman	dedelman@edcombs.com, courtecl@edcombs.com
<b>CREDITOR</b>	Meredith Fahn	<a href="mailto:fahn@sbcglobal.net">fahn@sbcglobal.net</a>
<b>ATTORNEY FOR CREDITOR VALIDATION PARTNERS LLC</b>	William P Fennell	william.fennell@fennelllaw.com, luralene.schultz@fennelllaw.com; wpf@ecf.courtdrive.com; hala.hammami@fennelllaw.com; naomi.cwalinski@fennelllaw.com; samantha.larimer@fennelllaw.com
<b>ATTORNEY FOR DEFENDANT CLEAR VISION LLC dba LIBERTY1 FINANCIAL</b>	Marc C Forsythe	mcforsthe@goeforlaw.com, mforsthe@goeforlaw.com; dcyrankowski@goeforlaw.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Jeremy Freedman	jeremy.freedman@dinsmore.com, nicollette.murphy@dinsmore.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

<b>ATTORNEY FOR CREDITOR HERRET CREDIT</b>	Eric Gassman	erg@gassmanlawgroup.com, gassman.ericb112993@notify.bestcase.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Christopher Ghio	christopher.ghio@dinsmore.com, nicolette.murphy@dinsmore.com;angelica.urena@dinsmore.com; deamira.romo@dinsmore.com
<b>ATTORNEY FOR CREDITOR AMY GINSBURG; CREDITOR KENTON COBB; and CREDITOR SHANNON BELLFIELD</b>	Amy Lynn Ginsburg	<a href="mailto:efilings@ginsburglawgroup.com">efilings@ginsburglawgroup.com</a>
<b>ATTORNEY FOR DEFENDANT STRIPE, INC</b>	Eric D Goldberg	eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
<b>ATTORNEY FOR CREDITOR AFFIRMA, LLC; CREDITOR ANAHEIM ARENA MANAGEMENT, LLC; CREDITOR ANAHEIM DUCKS HOCKEY CLUB, LLC; and CREDITOR OXFORD KNOX, LLC</b>	Jeffrey I Golden	jgolden@go2.law, kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeffreyi.b117954@notify.bestcase.com
<b>ATTORNEY FOR CREDITOR DEBT VALIDATION FUND II, LLC; CREDITOR MC DVI FUND 1, LLC; and CREDITOR MC DVI FUND 2, LLC</b>	Richard H Golubow	rgolubow@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
<b>ATTORNEY FOR CREDITOR UNITED PARTNERSHIPS, LLC</b>	David M Goodrich	dgoodrich@go2.law, kadele@go2.law;dfitzgerald@go2.law;wgllp@ecf.courtdrive.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	D Edward Hays	ehays@marshackhays.com, ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
<b>ATTORNEY FOR CREDITOR CITY CAPITAL NY</b>	Alan Craig Hochheiser	ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
<b>ATTORNEY FOR CREDITOR DEBT VALIDATION FUND II, LLC; CREDITOR MC DVI FUND 1, LLC; and CREDITOR MC DVI FUND 2, LLC</b>	Garrick A Hollander	ghollander@wghlawyers.com, jmartinez@wghlawyers.com;svillegas@wghlawyers.com
<b>ATTORNEY FOR CREDITOR SHARP ELECTRONICS CORPORATION</b>	Brian L Holman	<a href="mailto:b.holman@musickeeler.com">b.holman@musickeeler.com</a>
<b>INTERESTED PARTY COURTESY NEF</b>	Richard L. Hyde	<a href="mailto:richard@amintalati.com">richard@amintalati.com</a>
<b>ATTORNEY FOR INTERESTED PARTY MERCHANTS CREDIT CORPORATION</b>	Peter L Isola	<a href="mailto:pisola@hinshawlaw.com">pisola@hinshawlaw.com</a>
<b>ATTORNEY FOR CREDITOR, PLAINTIFF, and COUNTER-DEFENDANT OHP-CDR, LP and PLAINTIFF and COUNTER-DEFENDANT PURCHASECO 80, LLC</b>	Razmig Izakelian	<a href="mailto:razmigizakelian@quinnemanuel.com">razmigizakelian@quinnemanuel.com</a>
<b>ATTORNEY FOR FIDELITY NATIONAL INFORMATION SERVICES, INC. DBA FIS</b>	Sweeney Kelly	<a href="mailto:kelly@ksgklaw.com">kelly@ksgklaw.com</a>

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

<b>ATTORNEY FOR DEBTOR THE LITIGATION PRACTICE GROUP P.C.</b>	Joon M Khang	joon@khanglaw.com
<b>ATTORNEY FOR INTERESTED PARTY AD HOC CONSUMER CLAIMANTS COMMITTEE</b>	Ira David Kharasch	<a href="mailto:ikharasch@pszilaw.com">ikharasch@pszilaw.com</a>
<b>ATTORNEY FOR DEFENDANT GALLANT LAW GROUP</b>	Meredith King	mking@fsl.law, ssanchez@fsl.law;jwilson@fsl.law
<b>ATTORNEY FOR COMMITTEE OF UNSECURED CREDITORS</b>	Nicholas A Koffroth	nkoffroth@foxrothschild.com, khoang@foxrothschild.com
<b>ATTORNEY FOR DEFENDANT MARICH BEIN, LLC</b>	David S Kupetz	David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
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